

1 BILL NO. S-82-08- 20

2 SPECIAL ORDINANCE NO. S-152-82

3  
4 AN ORDINANCE approving Sewer Resolution No. 361-82,  
5 Group 5, Foster Park Footbridge Headwall Repair,  
6 a contract between the City of Fort Wayne, Indiana  
7 and T-G Excavating, Inc. in connection  
8 with the Board of Public Works.

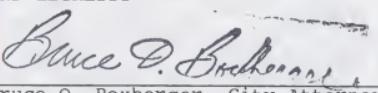
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10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
11 WAYNE, INDIANA:

12  
13 SECTION 1. That a certain Contract dated July 14, 1982,  
14 between the City of Fort Wayne, Indiana, by and through its Mayor  
15 and the Board of Public Works and T-G Excavating, Inc., for:

16  
17 the removal of existing headwall and wingwalls,  
18 installation of piling, backfilling with riprap,  
19 and restoration at west end of the Foster Park  
20 footbridge;

21  
22 under Board of Public Works Resolution No. 361-82, involving a  
23 total cost of Twenty-Four Thousand One Hundred Seventy-Four and  
24 No/100 Dollars (\$24,174,00) all as more particularly set forth in  
25 said Resolution and Contract which are on file in the Office of  
26 the Board of Public Works and are by reference incorporated  
27 herein, made a part hereof and are hereby in all things ratified,  
28 confirmed and approved.

29  
30 SECTION 2. That this Ordinance shall be in full force  
31 and effect from and after its passage and any and all necessary  
32 approval by the Mayor.

33  
34 APPROVED AS TO FORM  
35 AND LEGALITY  
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38 Bruce O. Boxberger, City Attorney  
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Read the first time in full and on motion by Leis,  
seconded by Leis, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on 19, the 19 day of September, at 10 o'clock A.M., E.S.T.

DATE: 8-24-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Leis,  
seconded by Leis, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCRUGGS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>NUCKOLS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 8-14-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)  
(APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-152-82  
on the 14th day of September, 1982.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 15th day of September, 1982, at the hour of  
11:30 o'clock A.M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 22nd day of September,  
1982, at the hour of 4 o'clock P.M., E.S.T.

Win Moses Jr.  
WIN MOSES, JR. - MAYOR

BILL NO. S-82-08-20

PA101 1PP  
24.1.1952

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN  
ORDINANCE approving Sewer Resolution No. 361-82, Group 5, Foster  
Park Footbridge Headwall Repair, a contract between the City of Fort  
Wayne, Indiana and T-G Excavating, Inc. in connection with the  
Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE  PASS

JAMES S. STIER, CHAIRMAN

Joe Arthur

BEN A. EISBART, VICE CHAIRMAN

Barbara V

VICTURE L. SCRUGGS

Paula V  
Victoria L Scouge  
11-27-12

MARK E. GIAQUINTA

Wm E. G. Smith

DONALD J. SCHMIDT

CONCURRED IN

9-14-820  
DATE

73-36-16  
7/14/82

## CONTRACT

THIS CONTRACT, made the 14 day of July, 1982, by and between T-G EXCAVATING, INC. , hereinafter called the "Contractor" and the CITY OF FORT WAYNE, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the considerations stated herein, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of Group 5 - Foster Park Headwall, for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Bonar & Associates, Inc., which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Twenty-Four Thousand, One Hundred Seventy-Four Dollars (\$24,174.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications
  - a. Instructions to Bidders
  - b. General Conditions of the Construction Contract
  - c. Supplementary Conditions
  - d. Detailed Specifications and FEMA Regulations
5. Drawings
  - a. Detailed Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials or equipment

which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

ATTEST:

S. J. Helmreich  
Sec -  
Title

T-G EXCAVATING, INC.

By Thomas M. Stockamp  
Peres  
Title

(SEAL)

ATTEST:

Paula E. Kennedy  
Clerk, Bd of Works  
Title

CITY OF FORT WAYNE, INDIANA

By: BOARD OF PUBLIC WORKS

John H. Hart  
John Anderson  
Title

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, \_\_\_\_\_

T-G EXCAVATING, Inc. as principal, and \_\_\_\_\_

FIDELITY AND DEPOSIT COMPANY OF MARYLAND as surety are held and firmly bound unto the City of Fort Wayne, for the benefit of the Board of Public Works, hereinafter called the Owner, in the penal sum of Twenty-Four Thousand, One Hundred Seventy-Four Dollars (\$24,174.00) for payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

DATED this 14 day of July, 1982.

The condition of this obligation is such that whereas the above named principle did, on the 14 day of July, 1982, enter into a Contract with the Owner, by the terms of which said principal agreed to furnish all labor, materials, equipment and supplies for the construction of Group 5 - Foster Park Headwall, as described and defined in said Contract and in the specifications and drawings prepared by Bonar & Associates, Inc., which are a part thereof, ready for the continuous and successful operation, for the completion of said work, for the sum of Twenty-Four Thousand, One Hundred Seventy-Four Dollars (\$24,174.00), and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one(1) year from the date of final acceptance of the above described work, which Contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; said principal shall also promptly pay all indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said contract; we agreeing and asserting that this undertaking directly inures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

No change, modification, omission or addition in and to the terms or conditions of said Contract, plans, specifications, drawings, or profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said Surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 14 day of July, 1982,  
affixed our signatures and corporate seals to three (3) executed original  
counterparts of this bond.

ATTEST:

S. J. Helmsing

T-C Excavating, Inc.

Principal

By Thomas M. Stockamp, Pres.  
Authorized Agent

ATTEST:

Sandra L. Shaffer

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Deanne E. Murphy  
Attorney-in-Fact

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, documents, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Booze, Lowell K. Zeit, Virginia T. Axson, Stephen E. Stewart and Barbara J. Hause, all of Fort Wayne, Indiana, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated, December 17, 1979.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of December, A.D. 19 81.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C W Robbins

Assistant Secretary

Vice-President

STATE OF MARYLAND } SS:

CITY OF BALTIMORE } On this 22nd day of December, A.D. 19 81, before the subscriber, a Notary Public of the State of Maryland, and in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposes and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader  
Notary Public  
Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this

day of ..... 19 .....

  
Stephen E. Stewart  
Assistant Secretary

TITLE OF ORDINANCE Sewer Resolution 361-82, Group 5 Foster Park Footbridge Headwall Repair

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

*8-82-08-20*

SYNOPSIS OF ORDINANCE Contract between the city of Fort Wayne, Indiana and

T-G Excavating, Inc. for the removal of existing headwall and wingwalls, installation of piling, backfilling with riprap, and restoration at west end of the Forter Park Footbridge.

Prior approval received on July 6, 1982

EFFECT OF PASSAGE 1982 Flood Damage will be repaired

EFFECT OF NON-PASSAGE will not be repaired

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$24,174.00 75% - FEMA

ASSIGNED TO COMMITTEE  

*JW*